



B. For Plaintiff Darius Woodlin, a minor, a gross settlement of \$5,000, with a 25% contingent fee equal to \$1,250 paid to Kairys, Rudovsky, Messing & Feinberg LLP, resulting in a net payment of to Plaintiff Darius Woodlin of \$3,750.

C. For Plaintiff Daniel Woodlin, a minor, a gross settlement of \$5,000, with a 25% contingent fee equal to \$1,250 paid to Kairys, Rudovsky, Messing & Feinberg LLP, resulting in a net payment of to Plaintiff Daniel Woodlin of \$3,750.

D. For Plaintiff Alivia Woodlin, a minor, a gross settlement of \$5,000, with a 25% contingent fee equal to \$1,250 paid to Kairys, Rudovsky, Messing & Feinberg LLP, resulting in a net payment of to Plaintiff Alivia Woodlin of \$3,750.

**IT IS FURTHER ORDERED** that with respect to the settlement proceeds allocated to minor plaintiffs Darius Woodlin, Daniel Woodlin and Alivia Woodlin, counsel for petitioner, Jonathan H. Feinberg, is hereby authorized to execute all documentation necessary to purchase separate Certificates of Deposit from a federally insured bank or savings institution having an office in Philadelphia County, in the sum of \$3,750 for each of the said plaintiffs, not to exceed the insured amount, with the funds payable to each of the minor plaintiffs upon majority. The Certificates of Deposit shall be titled in the name of each of the minor plaintiffs and shall be restricted as follows:

Not to be redeemed except for renewal in its entirety, not to be withdrawn, assigned, negotiated, or otherwise alienated before the minor attains majority, except upon prior order of the court.

Within ninety (90) days from the date of this Order, counsel for petitioner shall file with the Court an Affidavit from counsel certifying compliance with this Order.

**BY THE COURT:**

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**TIMOTHY J. SAVAGE, J.**



3. Counsel is of the professional opinion that said settlement is reasonable and proper under the circumstances of the case, including the contested nature of the action and the difficult proof of the damages.

4. Petitioner is of the opinion that the settlement is reasonable and proper.

5. Petitioner requests allocation of the proceeds of the settlement as follows:

- a. For Plaintiff Daniel Odom-Woodlin, a gross settlement of \$30,000, with a 35% contingent fee of \$10,500 paid to Kairys, Rudovsky, Messing & Feinberg LLP, resulting in a net payment to Plaintiff Daniel Woodlin of \$19,500.
- b. For Plaintiff Darius Woodlin, a minor, a gross settlement of \$5,000, with a 25% contingent fee equal to \$1,250 paid to Kairys, Rudovsky, Messing & Feinberg LLP, resulting in a net payment of to Plaintiff Darius Woodlin of \$3,750.
- c. For Plaintiff Daniel Woodlin, a minor, a gross settlement of \$5,000, with a 25% contingent fee equal to \$1,250 paid to Kairys, Rudovsky, Messing & Feinberg LLP, resulting in a net payment of to Plaintiff Daniel Woodlin of \$3,750.
- d. For Plaintiff Alivia Woodlin, a minor, a gross settlement of \$5,000, with a 25% contingent fee equal to \$1,250 paid to Kairys, Rudovsky, Messing & Feinberg LLP, resulting in a net payment of to Plaintiff Alivia Woodlin of \$3,750.

6. Petitioner and counsel are of the opinion that the above allocations accurately capture the proportional damages claimed by each plaintiff in this matter and, as such, represent a fair distribution of the settlement proceeds.

WHEREFORE, petitioner requests that the Court confirm the settlement of the minors' action, and approve allocation and distribution of the settlement funds, and enter the foregoing proposed Order of Distribution

Respectfully submitted,

DATE: December 20, 2013

/s/ Jonathan H. Feinberg  
Jonathan H. Feinberg  
Kairys, Rudovsky, Messing & Feinberg  
The Cast Iron Building  
718 Arch Street, Suite 501 South  
Philadelphia, PA 19106  
(215) 925-4400  
(215) 925-5365 (fax)  
jfeinberg@krlawphila.com

*Counsel for Plaintiff*

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**DANIEL ODOM-WOODLIN, on his own  
behalf and on behalf of his minor children,  
DARIUS WOODLIN, DANIEL WOODLIN  
and ALIVIA WOODLIN,**

**Plaintiffs,**

**v.**

**CITY OF PHILADELPHIA; DETECTIVE  
VARELA; DETECTIVE ORTIZ, Badge  
No. 974; POLICE OFFICER BARBIE,  
Badge No. 4561; POLICE OFFICER  
FLYNN, Badge No. 5824; POLICE  
OFFICER IAROSIS, Badge No. 3230;  
POLICE OFFICER REDANAUER, Badge  
No. 5833; and POLICE OFFICER  
SIMPSON, Badge No. 4442,**

**Defendants.**

**CIVIL ACTION**

**No. 13-7163**

**JURY TRIAL DEMANDED**

**VERIFICATION**

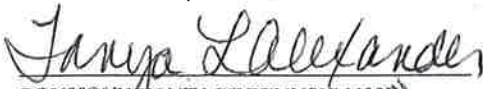
I, Daniel Woodlin, am the Petitioner in this action and hereby verify that the statements made in the foregoing Petition to Confirm Settlement of Minor's Action and to Approve Allocation and Distribution of Settlement Funds are true and correct to the best of my knowledge, information and belief, and are verified subject to the penalties for unsworn falsification to authorities under Pennsylvania Crimes Code §4904 (18 Pa.C.S. §4904).

  
Daniel Odom-Woodlin

Sworn to and Subscribed

Before me this 20<sup>th</sup> day

of December, 2013.

  
**COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
TANYA L. ALEXANDER, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 16, 2016**

**CERTIFICATE OF SERVICE**

I hereby certify that on December 20, 2013, the foregoing Petition to Confirm Settlement of Minor's Action and to Approve Allocation and Distribution of Settlement Funds was filed via the Court's CM/ECF system and was served upon the following:

Craig Straw, Esq.  
City of Philadelphia Law Department  
One Parkway  
1515 Arch Street, 14th Floor  
Philadelphia, PA 19102  
Craig.Straw@phila.gov

/s/ Jonathan H. Feinberg  
Jonathan H. Feinberg

# **EXHIBIT A**





# CITY OF PHILADELPHIA

LAW DEPARTMENT  
One Parkway  
1515 Arch Street  
Philadelphia, PA 19102-1595

## GENERAL RELEASE

Daniel Odom-Woodlin  
c/o Jonathan Feinberg, Esquire  
Kairys, Rudovsky, Messing & Feinberg, LLP  
718 Arch Street, Suite 501S  
Philadelphia, PA 19106

In Reply Please Refer To:  
File No. 84936  
Date: December 17, 2013  
Payable within 45 days after  
with receipt of executed & notarized  
Release & W-9 form

**The lower portion of this form is a release. Please read it carefully before signing.**

**DANIEL ODOM-WOODLIN V. CITY OF PHILADELPHIA, et al.**

**PRE-SUIT NO.: 84936**

For and in consideration of the sum of *Forty-Five Thousand Dollars (\$45,000.00)*, I, **Daniel Odom-Woodlin**, do hereby remise, release and forever discharge the City of Philadelphia, its agents, servants, workers or employees, and any and all other persons, associations or organizations, whether known or unknown, foreseen or unforeseen, of all actual and/or potential liability accrued and hereafter to accrue on account of and from all, and all manner of, actions and causes of action, claims and demands whatsoever, either in law or equity, stemming from a claim for injuries and/or damages sustained on or about August 28, 2012 at or near 6701 North 7<sup>th</sup> Street, Philadelphia, Pennsylvania which against the City of Philadelphia, its agents, servants workers or employees, ever had, I, **Daniel Odom-Woodlin**, now have, or which my heirs, executors, administrators or assigns, or any of them, hereafter can, shall or may have, for, or by reason of any cause, matter or thing whatsoever arising from the above accident or incident.

By signing this release, plaintiff(s) affirms that any pending lien arising from benefits paid by the Department of Public Welfare or any other entity on account of any injuries arising from the above accident or incident has been or will be duly satisfied.

It is further understood that acceptance of this release and payment of the consideration herein named is not to be construed in any court whatsoever, or otherwise, as an admission of liability on the part of the the City of Philadelphia, its agents, servants, workers or employees for the causing of the said accident or incident above referred to.

I, **Daniel Odom-Woodlin**, waive any claims for additional damages or interest under Pennsylvania Rule of Civil Procedure 229.1 and Philadelphia Civil Rule 229.1.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 20<sup>th</sup> day of December, two thousand and thirteen and do hereby declare that I voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of the injuries and/or damages above-mentioned, known or unknown, foreseen or unforeseen, including, but not limited to, attorney's fees and costs.

Sworn to and subscribed before me  
this 20<sup>th</sup> day of December, 2013.



**DANIEL ODOM-WOODLIN**

SS#: 206-58-2282

DOB: 9-16-1978

